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July 10, 1996

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Federal Communications Commission
1919 M Street, N.W.
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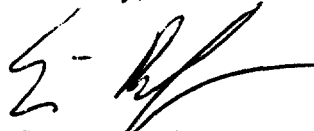
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

Dear Mr. Warren:

Enclosed, per your request, is a copy of the interconnection agreement between MFS and NYNEX. I understand that the agreement, as filed with the PSC, has had a few typographical errors corrected, but it is substantially identical to this one.

If you have any further questions, please do not hesitate to call.

Sincerely,


Eric J. Branfman

Enclosure

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of June 25, 1996

by and between

NEW YORK TELEPHONE COMPANY

and

MFS INTELENET OF NEW YORK, INC.

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**FEDERAL COMMUNICATIONS COMMISSION
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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 25th day of June, 1996 (the "Effective Date"), by and between MFS Intelenet of New York, Inc., ("MFS") a Delaware corporation with offices at 33 Whitehall Street, New York, New York 10004 and New York Telephone Company d.b.a. NYNEX ("NYNEX" or "NYT"), a New York corporation with offices at 1095 Avenue of the Americas, New York, New York 10036.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and NYNEX hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of February 14, 1996 by and between the Parties.

1.5 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "Busy Line Verification/Busy Line Verification Interrupt Traffic" or "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.9 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 "CCS" means one hundred (100) call seconds.

1.12 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation will be "physical," unless physical collocation is not practical for technical reasons or because of space/limitations, in which case

virtual collocation will be provided, subject to PSC approval. In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises.

1.14 "Commission" or "PSC" means the New York State Public Service Commission.

1.15 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.16 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.17 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.18 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or intraLata) which are routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.19 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.20 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.22 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.23 "Direct Customer Access Service" or "DCAS" is an electronic interface system provided by NYNEX to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

1.24 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.25 "Exchange Access" is As Defined in the Act.

1.26 "FCC" means the Federal Communications Commission.

1.27 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B1O").

1.29 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.30 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch, at a DS1 level, twenty-four (24) local Link transmission paths combined into a 1.544 Mbps digital signal.

1.31 "Interconnection" is As Described in the Act and refers to the connection of a network, equipment, or facilities, of one carrier with the network, equipment, or facilities of another for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.32 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.33 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.34 "InterLATA Service" is As Defined in the Act.

1.35 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

1.36 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.37 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.38 "Local Link Transmission" or "Link" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.39 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.40 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.41 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.42 "Network Element" is As Defined in the Act.

1.43 "Network Element Bona Fide Request" means the process described in Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.44 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.45 "Number Portability" is As Defined in the Act.

1.46 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.47 "Party" means either NYNEX or MFS, and "Parties" means NYNEX and MFS.

1.48 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.49 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

1.50 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as MFS is permitted by an appropriate regulatory body or elects to create its own Rate Centers within an area.

1.51 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telephone Exchange Service Traffic.

1.52 "Reciprocal Compensation Call" or "Reciprocal Compensation Traffic" means a Telephone Exchange Service Call completed between the Parties, which qualifies for Reciprocal Compensation pursuant to the terms of this Agreement and prevailing Commission rules that may exist.

1.53 "Route Indexing" means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of NYNEX and MFS over which inbound traffic to a ported number will be routed.

1.54 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.55 "Service Control Point" or "SCP" means a component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.56 "Signaling Transfer Point" or "STP" means a component of the signaling network that performs message routing functions and provides information for the routing of messages

between signaling network components. An STP transmits, receives and processes CCIS messages.

1.57 "Single Bill/Multiple Tariff" shall mean that one bill is rendered to the IXC from all LECs who are jointly providing access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one billing account number using each Party's appropriate access tariffs. The bill could be rendered by or on behalf of, either of the Parties.

1.58 "Strapping" means the act of installing a permanent connection between a point of termination bay and a collocated interconnector's physical collocation node.

1.59 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.60 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.61 "Technically Feasible Point" is As Described in the Act.

1.62 "Telecommunications" is As Defined in the Act.

1.63 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.64 "Telecommunications Carrier" is As Defined in the Act.

1.65 "Telecommunications Service" is As Defined in the Act.

1.66 "Telephone Exchange Service" is As Defined in the Act.

1.67 "Telephone Exchange Service Call" or "Telephone Exchange Service Traffic" means a call completed between two Telephone Exchange Service Customers of the Parties located in the same LATA, originated on one Party's network and terminated on the other Party's network where such call was not carried by a third party as either a presubscribed call (1+) or a casual dialed (10XXX) or (101XXX) call. Telephone Exchange Service Traffic is transported over Traffic Exchange Trunks.

1.68 "Telephone Toll Service" is As Defined in the Act.

1.69 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including NYNEX or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, convenience of reference only and is not intended to be a part of or to affect the meaning or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

The parties stipulate and agree that the terms of this Agreement, if fully and completely met by NYNEX, will satisfy the obligation of NYNEX to provide Interconnection under Section 251 of the Act, and the requirements of the Competitive Checklist, under section 271 of the Act. MFS represents that it is a provider of telephone exchange service to residential and business subscribers offered exclusively over its own telephone exchange service facilities or predominantly over its own telephone exchange service facilities or in combination with the resale of the telecommunications services of other carriers.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA within the State of New York on Schedule 4.0. Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection in additional LATAs in New York State pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of

Telephone Exchange Service Traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

4.2 Physical Architecture

In each LATA identified on Schedule 4.0, MFS and NYNEX shall jointly engineer and operate a diverse Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks pursuant to the joint network reconfiguration and grooming plan ("Joint Grooming Plan") specified in Section 8.1, and according to the following minimum specifications:

4.2.1 The Parties shall establish physical interconnection points at the locations designated in Schedule 4.0. Interconnection points on MFS' network shall be designated as MFS Interconnection Points ("M-IP"); interconnection points on the NYNEX network shall be designated as NYNEX Interconnection Points ("N-IP"). The Parties may by mutual agreement establish additional interconnection points at any technically feasible points consistent with Act.

4.2.2 Unless otherwise mutually agreed, the SONET transmission system in each LATA shall be configured as illustrated in Schedule 4.2 and pursuant to the Joint Grooming Plan. Each Party shall be responsible for procuring, installing and maintaining the agreed-upon Optical Line Terminating Multiplexor ("OLTM") equipment, fiber optic facilities and other equipment as agreed pursuant to the Joint Grooming Plan, as illustrated in that Schedule.

4.2.3 Unless otherwise mutually agreed, the physical interface of MFS' and NYNEX's facilities necessary to effect the SONET transmission system shall be at the optical level via a Fiber Meet or other comparable means.

4.3 Initial Interim Architecture

4.3.1 In LATAs where MFS and NYNEX have implemented interconnection arrangements prior to execution of this Agreement, the Parties shall for an interim period not exceeding twelve (12) months from the Interconnection Activation Date, maintain any preexisting physical interconnect on arrangements and, pursuant to the Joint Grooming Plan, jointly coordinate and reconfigure such arrangements to reflect the architecture described in Section 4.2 of this Agreement.

4.3.2 In LATAs where no interconnection agreements have been implemented prior to execution of this Agreement, the Parties agree to allow interim alternatives to the architecture described in Section 4.2, utilizing electrical hand-offs, provided the Parties mutually develop and agree on a plan to fully transition to an arrangement reflective of Section 4.2 in that LATA within 180 days following the Activation Date listed for that LATA in Schedule 4.0.

4.4 Technical Specifications

4.4.1 MFS and NYNEX shall work cooperatively to install and maintain a reliable network. MFS and NYNEX shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.2 MFS and NYNEX shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.4.3 The publication "Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations" describes the practices, procedures, specifications and interfaces generally utilized by NYNEX and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces.

4.5 Interconnection in Additional LATAs

4.5.1 If MFS determines to offer Telephone Exchange Services in any other LATA in which NYNEX also offers Telephone Exchange Services in New York State, MFS shall provide written notice to NYNEX of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.5.2 The notice provided in Section 4.5.1 shall include (i) the initial Routing Point MFS has designated in the new LATA; (ii) MFS' requested Interconnection Activation Date, and (iii) a non-binding forecast of MFS' trunking requirements.

4.5.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center MFS has identified as its initial Routing Point in the LATA as the M-IP in that LATA and shall designate the NYNEX Tandem Office Wire Center within the LATA nearest to the M-IP (as measured in airline miles utilizing the V&H coordinates method) as the N-IP in that LATA.

4.5.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred and fifty (150) days after the date on which MFS delivered notice to NYNEX pursuant to Section 4.5.1. Within ten (10) business days of NYNEX's receipt of MFS' notice, NYNEX and MFS shall confirm the N-IP, the M-IP and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 4.0.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Telephone Exchange Service Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5.0, each of the following Central Office Switches shall be designated as a "Primary Switch":

- (a) Each Access Tandem NYNEX operates in the LATA;
- (b) The initial switch MFS employs to provide Telephone Exchange Service in the LATA;
- (c) Any Access Tandem MFS may establish for provision of Exchange Access in the LATA and
- (d) Any additional switch MFS may subsequently employ to provide Telephone Exchange Service in the LATA which MFS may at its sole option designate as a Primary Switch; provided that the total number of MFS Primary Switches for a LATA may not exceed the total number of NYNEX Primary Switches for that LATA. To the extent MFS chooses to designate any additional switch as a Primary Switch, it shall provide notice to NYNEX of such designation at least ninety (90) days in advance of the date on which MFS activates such switch as a Primary Switch.
- (e) Any additional tandem switch NYNEX may subsequently employ to provide access and/or sector traffic capacity within a LATA. Traffic destined to sub-tending Secondary Switches routed via such a tandem(s) would be determined by network requirements and notice made available to all LECs at least 180 days prior to service introduction.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of MFS routing traffic to NYNEX, sub-tending arrangements between NYNEX Primary Switches and NYNEX Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which NYNEX maintains for those switches. For purposes of NYNEX routing traffic to MFS, sub-tending arrangements between MFS Primary Switches and MFS Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which MFS maintains for those switches.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements for the transport and termination of Telephone Exchange Service Traffic, as follows:

5.3.1 The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each MFS Primary Switch and each NYNEX Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the CCS busy hour equivalent of one DS-1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan; provided, however, nothing in this Section 5.3 shall require a Party to establish new direct trunk groups on or before the date which is one-hundred and twenty (120) days after the applicable Interconnection Activation Date; provided, however, that if such traffic volume is exceeded within such one-hundred and twenty (120) day period, such Party shall establish new direct trunk groups on the date which is the later of sixty (60) days after such occurrence or one-hundred and twenty-one (121) days after the Interconnection Activation Date.

5.4 Interim Use Alternative Trunk Groups

In LATAs where MFS and NYNEX have implemented interconnection arrangements prior to execution of this Agreement, the Parties shall for an interim period not exceeding twelve (12) months from the Interconnection Activation Date, maintain any preexisting trunk group architecture and, pursuant to the Joint Grooming Plan, jointly coordinate and reconfigure such architecture to reflect the architecture described in Section 5.3 of this Agreement.

5.5 Signaling

5.5.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

5.5.2 The publication "Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling" describes the practices, procedures and specifications generally utilized by NYNEX for signaling purposes and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling.

5.5.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be

provided including, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.5.4 Each Party shall provide trunk groups where available that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.6 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

5.7 Measurement and Billing

5.7.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Traffic Exchange Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.7.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable tariffs.

5.7.3 Where CPN is not available in a LATA for greater than 10% of the traffic, the party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Where parties are passing CPN but the receiving party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

5.8 Reciprocal Compensation Arrangements -- Section 251(b)(5).

5.8.1 Reciprocal Compensation only applies to the transport and termination of Reciprocal Compensation Traffic billable by NYNEX or MFS which a Telephone Exchange Service Customer originates on NYNEX's or MFS' network for termination on the other Party's network except as provided in Section 5.8.6 below.

5.8.2 The Parties shall compensate each other for transport and termination of Reciprocal Compensation Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule. This rate is to be applied at the M-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by MFS. No additional charges, including port or transport charges, shall apply for the termination of Reciprocal Compensation Traffic delivered to the M-IP or the

N-IP When Reciprocal Compensation Traffic is terminated over the same trunks as other traffic, any port or transport or other applicable access charges related to such other traffic shall be prorated to be applied only to such other traffic.

5.8.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or to any other intraLATA calls originated on a third party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.8.4 The rates for termination of Reciprocal Compensation Traffic are set forth in the Pricing Schedule which is incorporated by reference herein.

5.8.5 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.5.

5.8.6 When either Party delivers seven (7) or ten (10) digit translated intraLATA 800/888 service to the other Party for termination, the originating Party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. The originating Party may bill the terminating Party for the delivery of the traffic at local reciprocal compensation rates. The terminating Party may not bill the originating Party reciprocal compensation under this Agreement. The Party that is providing the 800/888 service shall pay the database inquiry charge per the Pricing Schedule to the Party that performed the database inquiry.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers ("IXCs").

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an NYNEX Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch NYNEX utilizes to provide Exchange Access in such LATA.

6.2.4 For Meet-Point billing, MFS' end office switch (i.e., Routing Point) shall subtend the NYNEX Access Tandem nearest to such Routing Point, as measured in airline miles utilizing the V&H coordinate method. Alternative configurations will be discussed as part of the Joint Grooming Plan.

6.3 Meet-Point Billing Arrangements

6.3.1 Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions in this section, and pursuant to agreement between the Parties dated February 14, 1996 and the agreement between the Parties and the New York State Access Pool dated March 1, 1996.

6.3.2 Notwithstanding 6.3.1, until and unless changed by the FCC on a going forward basis, MFS shall retain 100% of the Residual Interconnection Charge in instances in which MFS provides the end office switching, effective January 1, 1995. The Parties will make all appropriate financial settlements in accordance with this Section within 60 days of this Agreement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. MFS and NYNEX will jointly establish a dedicated trunk group to the NYNEX information services tandem switch. This trunk group will be utilized to allow MFS to route information service traffic originated on its network to NYNEX, and to allow MFS to receive traffic from NYNEX for a trial of interim number portability arrangements related to information services traffic.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or other means as available all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider. Information shall be provided in as timely a fashion as practical in order to facilitate record review and reflect actual prices set by the individual information providers.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- (b) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.6 The Parties may agree to separate arrangements for the billing and compensation of variable rated (970, 540, etc.) information services.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA/InterLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 4.0, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.3 Tandem Transient Service ("Transit Service")

7.3.1 "Transit Service" means the delivery of certain traffic between MFS and a LEC by NYNEX over the Local/IntraLATA/InterLATA Trunks. The following traffic types will be delivered: (i) Local Traffic or intralata toll originated from MFS to such LEC and (ii) local or IntraLATA Toll Traffic originated from such LEC and terminated to MFS where NYNEX carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.3.2 Subject to Section 7.3.4, the Parties shall compensate each other for Transit Service as follows:

- (a) MFS shall pay NYNEX for Local Traffic MFS originated over the Transit Service at the rate specified in Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on NYNEX for the delivery or termination of such traffic, including any switched access charges; and
- (b) NYNEX shall pay MFS for local, InterLATA, or IntraLATA Toll Traffic terminated to MFS from such LEC at the appropriate reciprocal compensation rates described in Section 5.8, InterLATA access rates, or (where NYNEX delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at MFS' applicable switched access rates or local termination rate, whichever is appropriate.

7.3.3 While the Parties agree that it is the responsibility of a LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of () the date on which either Party has entered into an arrangement with such LEC to deliver Local Traffic to MFS or (ii) one-hundred and eighty (180) days after the Interconnection Activation Date, NYNEX will deliver and MFS will terminate Local Traffic originated from such LEC without charge to one another.

7.3.4 NYNEX expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities

Application Part ("TCAP") message to facilitate full interoperability of those services supported by NYNEX as noted in Section 1.12 and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both NYNEX and the terminating LEC to facilitate the billing process to the originating network.

7.3.5 For purposes of this Section 7.3, NYNEX agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement NYNEX offers to another LEC at the same rates, terms and conditions provided to such other LEC.

7.4 Dedicated Transit Service

7.4.1 "Dedicated Transit Service" provides for the dedicated connection between an MFS collocation arrangement established pursuant to applicable tariffs and/or license agreements at a NYNEX premises and a collocation arrangement of a third party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable NYNEX-provided cable or transmission facilities or any other mutually agreed upon arrangement.

7.4.2 The carrier that requests the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three parties.

7.5 911/E911 Arrangements

7.5.1 MFS will interconnect to the NYNEX 911/E911 selective router/911 tandems which serve the areas in which MFS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). NYNEX will provide MFS with the appropriate CLLI codes and specifications of the tandem serving area.

7.5.2 Path and route diverse interconnections for 911/E911 shall be made at the M-IP, the N-IP, or other points as necessary and mutually agreed.

7.5.3 NYNEX will provide MFS with an electronic interface through which MFS shall input and provide a daily update of 911/E911 database information related to appropriate MFS customers. NYNEX will provide MFS with the Master Street Address Guide (MSAG) so that MFS can ensure the accuracy of the data transfer. Additionally, NYNEX shall assist MFS in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

7.5.4 NYNEX and MFS will use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of MFS systems to the 911/E911 platforms.